

## Loan Summary

<b>Loan Number</b>		<b>Application Number</b>	
<b>Product Type</b>	Dealer Direct Used Auto	<b>Purpose</b>	Purchase - Trading in ECU Loan
<b>Loan Amount</b>	\$15,189.04	<b>Payment Amount</b>	\$226.46 Monthly
<b>Loan Term</b>	75	<b>Interest Rate</b>	3.540%
<b>Combined DTI</b>	0.45970089285714288	<b>Repayment Method</b>	Cash
<b>LTV</b>	0.7661558638083229		
<b>Debt Protection Selection</b>			
<b>Platinum</b>	<input type="checkbox"/>	<b>Gold</b>	<input type="checkbox"/>
		<b>Silver</b>	<input type="checkbox"/>
		<b>No Protection</b>	<input type="checkbox"/>
<b>Collateral Type</b>	Auto	<b>Collateral Value Source</b>	Manual
<b>Collateral 1</b>	2012 Toyota Tundra 4WD Truck	<b>Collateral 1 Value</b>	\$19,825.00
<b>Collateral 2</b>		<b>Collateral 2 Value</b>	
<b>Collateral 3</b>		<b>Collateral 3 Value</b>	
<b>Pledge Account Number</b>		<b>Pledge of Shares</b>	

<b>Primary Borrower</b>	Justin Patrick Jenkins	<b>Member Number</b>	
<b>Credit Score</b>		<b>Credit Report Date</b>	8/13/2022
<b>Monthly Income</b>		<b>Projected DTI</b>	0.45970089285714288

<b>Co-Borrower</b>		<b>Member Number</b>	
<b>Credit Score</b>		<b>Credit Report Date</b>	
<b>Monthly Income</b>		<b>Projected DTI</b>	

<b>Guarantor</b>		<b>Member Number</b>	
<b>Credit Score</b>		<b>Credit Report Date</b>	
<b>Monthly Income</b>		<b>Projected DTI</b>	

<b>Guarantor</b>		<b>Member Number</b>	
<b>Credit Score</b>		<b>Credit Report Date</b>	
<b>Monthly Income</b>		<b>Projected DTI</b>	

<b>Guarantor</b>		<b>Member Number</b>	
<b>Credit Score</b>		<b>Credit Report Date</b>	
<b>Monthly Income</b>		<b>Projected DTI</b>	

<b>Created By User</b>			
<b>Originating User</b>	System		8/13/2022
<b>Processor</b>	System		
<b>Underwriter</b>			
<b>Final Underwriter</b>	System		8/13/2022
<b>Contract Received User</b>	Jordan Thacker		
<b>Funding Prep User</b>	Sarah Shelton		8/24/2022
<b>Funder</b>	Sarah Shelton		
<b>Closer</b>			
<b>Booking User</b>	Sarah Shelton		8/24/2022 11:44:06 AM

08/13/2022



Justin P Jenkins  
115 Julie Ln  
Johnson City, TN 37601

Dear Justin P Jenkins,

Congratulations! You have been prequalified for a Dealer Direct Used Auto loan in the amount of \$20,982.00. Your application number is [REDACTED]. Please reference this number with all email and/or fax correspondence.

Your prequalification is based upon the information that you recently provided to Eastman Credit Union and may be subject to verification. **Please be advised that final approval of your loan application is still pending. If none of the items below are checked, additional information is not required from you at this time.** The processing of your loan application cannot be completed until we receive the following information:

- ☐ Proof of income:
- If paid bi-weekly or semi-monthly, provide two most recent paystubs.
  - If paid weekly, provide four most recent paystubs.
  - If self-employed, provide the last two years of tax returns.

☐ Verification of additional income – such as rental, retirement, etc.

☒ Dealer worksheet or buyers order.

☒ Satisfactory collateral and acceptable collateral value.

☐ Establish membership with Eastman Credit Union.

☐ Maximum Loan to Value \_\_\_\_\_.

☐ Other \_\_\_\_\_

Upon receipt of the requested information, we will verify whether you qualify for the loan. Please provide this information within 30 days of the date of this letter. If we do not receive the requested information by that date, we will regrettably be unable to give further consideration to your credit request. You may email information via secure email at <https://secure.ecu.org/securereader/init.jsf>. Login/register, click on 'New Message' and submit the above information to the email address provided by your ECU Representative.

Thank you for giving Eastman Credit Union the opportunity to assist you with your financial needs. If you have any questions please feel free to contact us at 1-800-999-2328 or 423-229-8200.

Sincerely,

*ECU Representative*

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

114718549

<b>Buyer Name and Address</b> (Including County and Zip Code) JUSTIN JENKINS 115 JULIE LN APT# 115 JOHNSON CITY, TN 37601 WASHINGTON	<b>Co-Buyer Name and Address</b> (Including County and Zip Code) N/A N/A	<b>Seller-Creditor (Name and Address)</b> JOHNSON CITY TOYOTA 3124 Bristol Hwy Johnson City, TN 37601
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2012	TOYOTA TUNDRA	5TFUW5F15CX258068	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 3.54 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 1,795.46	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 15,189.04	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. \$ 16,984.50	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of 2,561.60 is \$ 19,546.10

**Returned Check Charge:** You agree to pay a charge of \$ 30.00 if any check you give us is dishonored or any electronic payment is returned unpaid.

**WARRANTIES SELLER DISCLAIMS**  
 Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

**APPLICABLE LAW**

Federal law and the law of the state of Tennessee apply to this contract.

**SERVICING AND COLLECTION CONTACTS**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

**Your Payment Schedule Will Be:** (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	\$ 226.46	MONTHLY beginning 10/01/22
N/A	\$ N/A	N/A

N/A

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is greater.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Spanish Translation:** Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Buyer Signs X JPB Co-Buyer Signs X N/A



1	Cash Price (including \$ <u>382.14</u> sales tax)	\$ <u>17,082.14</u> (1)
2	Total Downpayment =	
	Trade-in <u>2006</u> <u>TOYOTA</u> <u>TUNDRA</u>	
	(Year) (Make) (Model)	
	Gross Trade-In Allowance	\$ <u>13,226.60</u>
	Less Pay Off Made By Seller to <u>EASTMAN</u>	\$ <u>10,665.00</u>
	Equals Net Trade In	\$ <u>2,561.60</u>
	+ Cash	\$ <u>N/A</u>
	+ Other <u>N/A</u>	\$ <u>N/A</u>
	+ Other <u>N/A</u>	\$ <u>N/A</u>
	+ Other <u>N/A</u>	\$ <u>N/A</u>
	(If total downpayment is negative, enter "0" and see 4I below)	\$ <u>2,561.60</u> (2)
3	Unpaid Balance of Cash Price (1 minus 2)	\$ <u>14,520.54</u> (3)
4	Other Charges Including Amounts Paid to Others on Your Behalf	
	(Seller may keep part of these amounts):	
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	
	Life \$ <u>N/A</u>	
	Disability \$ <u>N/A</u>	\$ <u>N/A</u>
B	Vendor's Single Interest Insurance Paid to Insurance Company	\$ <u>N/A</u>
C	Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N/A</u>
D	Optional Gap Contract	\$ <u>N/A</u>
E	Official Fees Paid to Government Agencies	\$ <u>N/A</u>
F	Government Taxes Not Included in Cash Price	\$ <u>N/A</u>
G	Government License and/or Registration Fees	
	<b>LIC &amp; REG FEES</b>	\$ <u>69.50</u>
H	Government Certificate of Title Fees	\$ <u>N/A</u>
I	Other Charges (Seller must identify who is paid and describe purpose)	
	to N/A for Prior Credit or Lease Balance	\$ <u>N/A</u>
	to JOHNSON CITY TOYOTA for DOC FEE	\$ <u>599.00</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	to N/A for N/A	\$ <u>N/A</u>
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$ <u>668.50</u> (4)
5	Amount Financed (3 + 4)	\$ <u>15,189.04</u> (5)



## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

### 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our

interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service or other contract charges.** If we get a refund of insurance, maintenance, service or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we will store them for you. If you do not ask for these items back within 14 days from the day we take your vehicle, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.



f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos.

N/A  
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs ☒ N/A

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs ☒ J.P.G. Co-Buyer Signs ☒ N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs ☒ J.P.G. Date 08/13/22 Co-Buyer Signs ☒ N/A Date N/A

Buyer Printed Name JUSTIN JENKINS Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here ☒ N/A Address N/A

Seller signs JOHNSON CITY TOYOTA Date 08/13/22 By ☒ J.P.G. Title N/A

Seller assigns its interest in this contract to Eastman Credit Union (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse

Seller JOHNSON CITY TOYOTA

By ☒ J.P.G. Title





## ADDENDUM To Retail Installment Sale Contract

<u>Buyer/Borrower</u>	<u>Co-Buyer/Co-Borrower</u>	<u>Lender</u>
Name: <u>JUSTIN JENKINS</u>	Name: _____	Eastman Credit Union
Address: <u>115 julie ln apt# 115</u>	Address: _____	P.O. Box 1989
City, ST, Zip: <u>JOHNSON CITY TN 37601</u>	City, ST, Zip: _____	Kingsport, TN 37662
Date of Contract: <u>08/13/2022</u>		

Description of Vehicle				
Year	Make	Model	Body Type	Vehicle Identification Number
2012	TOYOTA	TUNDRA	TRUCK	5TFUW5F15CX258068

### Additional Terms

BY SIGNING BELOW, YOU AGREE AND CONSENT TO ALL OF THE TERMS OF THE ADDENDUM.

1. **INCORPORATION** – This Addendum, which includes the Security Agreement set out below, is hereby incorporated in and made part of the Retail Installment Sale Contract (the "Contract") executed for the sale of the above described Vehicle. Should any of the terms or provisions of the Contract into which this Addendum is incorporated conflict with any of the terms or provisions of this Addendum, the terms and provisions of this Addendum shall be controlling. In this Addendum, all references to "Credit Union," "We," "Our," or "Us," mean Eastman Credit Union and anyone to whom Eastman Credit Union assigns or transfers the Contract. All references to "You" or "Your" mean each person who signs, or otherwise authenticates, the Contract and the Addendum as a buyer/borrower.
2. **COLLECTION COSTS** – You promise to pay all costs of collecting the amount You owe under the Contract, including reasonable attorneys' fees of not less than 25% of the amount due, or the amount allowed under state law, and court costs. All fees and costs incurred will be added to Your loan balance and will incur interest at the applicable interest rate.
3. **PAYMENTS** – You promise to make payments in accordance with the payment schedule in the Contract. You may prepay any amount without penalty. If You prepay any part of what You owe, You are still required to make the regularly scheduled payments, unless We have agreed to a change in the payment schedule. Because this is a simple interest loan, if You do not make payments exactly as scheduled, Your final payment may be more or less than the amount of the final payment that is disclosed. If You elect voluntary payment protection, We will either include the premium or program fee(s) in Your payments or extend the term of Your loan. If the term is extended, You will be required to make additional payments of the scheduled amount, until what You owe has been paid. You promise to make all payments to the place We choose. If this loan refinances another loan You have with Us, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner We choose.
4. **SECURITY FOR LOAN** – The vehicle being purchased, as described in the Contract, is security for this loan. Property securing other loans You have with Us also secures this loan, unless the property is a dwelling or otherwise prohibited by federal and/or state law. We may also have what is known as a statutory lien on all individual and joint accounts You have with Us. A statutory lien means We have the right under federal law and/or state law to claim an interest in Your accounts. We can enforce a statutory lien against Your shares and dividends and, if any, interest and deposits, in all individual and joint accounts You have with Us to satisfy any outstanding financial obligation that is due and payable to Us. We may exercise Our right to enforce this lien without further notice to You, to the extent permitted by law. **The statutory lien and/or Your pledge will allow Us to apply the funds in Your account(s) to what You owe when You are in default.** The statutory lien and Your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.
5. **DEFAULT** – You will be in default under the Contract if You do not make a payment of the total amount required on or before the day it is due. You will be in default if You break any promise You made in connection with this loan or if anyone is in default under any security agreement made in connection with the Contract. You will be in default if You die, file for bankruptcy, become insolvent (that is, unable to pay Your bills and loans as they become due), or if You made any false or misleading statements in Your loan application. You will also be in default if something happens that We believe may seriously affect Your ability to repay what You owe under the Contract or if You are in default under any other loan agreement You have with Us.
6. **ACTIONS AFTER DEFAULT** – When You are in default, We may demand immediate payment of the entire unpaid balance under the Contract. **We will also apply against what You owe any shares and/or deposits given as security under the Contract. You waive any right You have to**

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receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment. We may also exercise any other rights given by law when You are in default.

**Default Interest Rate:** A default ANNUAL PERCENTAGE RATE of up to 18% may be imposed if You are in default under the Contract. This default rate may also be imposed if You fail to register and list Eastman Credit Union as lien holder within thirty (30) days following execution of the Contract. You agree that Eastman Credit Union has the right to perform any lienholder activities allowed by law and any fees associated with such lienholder activities will be added to your account.

7. **EACH PERSON RESPONSIBLE** – Each person who signs, or otherwise authenticates, the Contract will be individually and jointly responsible for paying the entire amount owed under the Contract. This means We can enforce Our rights against any one of You individually or against all of You together.
8. **LATE CHARGE** – If Your payment in full is not received within fifteen (15) days of the due date, You will be assessed a late charge of 5% of the regularly scheduled payment.
9. **DELAY IN ENFORCING RIGHTS** – We can delay enforcing any of Our rights under the Contract any number of times without losing the ability to exercise Our rights later. We can enforce the Contract against Your heirs or legal representatives.
10. **CONTINUED EFFECTIVENESS** – If any part of the Contract is determined by a court to be unenforceable, the rest will remain in effect.
11. **NOTICES** – Notices will be sent to You at the most recent address You have given Us in writing. Notice to any one of You will be notice to all.
12. **USE OF ACCOUNT** – You promise to use Your account for consumer (personal, family or household) purposes, unless the Credit Union gives You written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.
13. **NO ORAL AGREEMENTS** – THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
14. **The following is required by Vermont law: NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**
15. **NOTICE TO UTAH BORROWERS:** This written Contract is the final expression of the Contract between You and the Credit Union. This written Contract may not be contradicted by evidence of any oral agreement.
16. **ELECTRONIC COPIES OF THE CONTRACT AND ADDENDUM** – You agree that a copy (including a facsimile, scanned or imaged copy) of Your Contract or any other documents (including Your Security Agreement) may be substituted for and used for any purpose as the original signed documents.
17. **COMPLIANCE AGREEMENT** – You agree to cooperate with Eastman Credit Union in correcting any clerical errors in Your Contract or Security Agreements. You also agree to take any actions required to allow Eastman Credit Union to perfect its security interest in the property You have pledged as security for this loan. You understand and agree that failure to make corrections or complete documents as requested by the Credit Union is a default of Your Contract.
18. **LIMITED DURABLE POWER OF ATTORNEY** – You hereby irrevocably appoint Us and any and all of Our agents acting on Our behalf as Your attorney-in-fact with full authority to execute and record any and all documents, instruments and affidavits necessary to correct any clerical errors in Your Contract, including the description of the Collateral given as security for the loan or errors in calculating Your payments under the loan.
19. **AUTHORIZATION TO RELEASE INFORMATION TO GUARANTOR** – You agree that We may release any information about Your loan, including Your loan payment history, to any individual(s) who have signed a Guaranty Agreement to guarantee payment of Your outstanding loan amount.
20. **VENUE AND JURISDICTION** – The Contract shall be governed by the laws of the state of Tennessee. You agree that any Contract executed by electronic means shall be deemed to have been signed in Sullivan County, Tennessee.
21. **SECURITY AGREEMENT:**
  - A. **THE SECURITY FOR THE LOAN** – You give Us what is known as a security interest in the vehicle being purchased and described in the Contract ("the Property"). The security interest You give includes all accessions. Accessions are things that are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which You buy within 10 days of the Contract and any extensions, renewals or refinancings of the Contract. It also includes any money You receive from selling the Property or from insurance You have on the Property. If the value of the Property declines, You promise to give Us more property as security if asked to do so.
  - B. **WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** – The security interest secures the loan under the Contract (the "Loan") and any extensions, renewals, modifications, or refinancings of the Loan. **Unless prohibited by applicable law, the security interest also secures any other loans, including any credit card loan, You have now or receive in the future from Us and any other amounts You owe Us for any reason now or in the future, except any loan secured by Your principal dwelling.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or Your principal dwelling, the Property will secure only this Loan and not any other amounts You owe Us.
  - C. **OWNERSHIP OF THE PROPERTY** – You promise that You own the Property or, if this Loan is to buy the Property, You promise You will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that You have not already told Us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise You will allow no other security interest or lien to attach to the Property either by Your actions or by operation of law.
  - D. **PROTECTING THE SECURITY INTEREST** – If Your state issues a title for the Property, You promise to have Our security interest shown on the title. We may have to file what is called a financing statement or some other document or instrument to protect Our security interest from the claims of others. You irrevocably authorize Us to execute (on Your behalf), if applicable, and file one or more financing,

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continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in a form satisfactory to Us. You promise to do whatever else We think is necessary to protect Our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, We incur in protecting Our security interest and rights in the Property, to the extent permitted by applicable law.

**E. USE OF PROPERTY** – Until the Loan has been paid off, You promise You will: (1) Use the Property carefully and keep it in working order and good repair; (2) Obtain Our written permission before making major changes to the Property or changing the address where the Property is kept; (3) Inform Us in writing before changing Your address; (4) Allow Us to inspect the Property; (5) Promptly notify Us if the Property is damaged, stolen or abused; (6) Not use the Property for any unlawful purpose; and (7) Not retitle the Property in another state without telling Us.

**F. PROPERTY INSURANCE, TAXES AND FEES** – You promise to maintain property insurance on all Property that You give as security for the Loan. You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to Us. You may provide the property insurance through a policy You already have, or through a policy You get and pay for. You promise to make the insurance policy payable to Us and to deliver the policy or proof of coverage to Us if asked to do so.

If You cancel Your insurance and get a refund, We have a right to the refund. If the Property is lost or damaged, We can use the insurance settlement to repair the Property or apply it towards what the Borrower owes. You authorize Us to endorse any draft or check which may be payable to You in order for Us to collect any refund or benefits due under Your insurance policy.

If You do not pay the taxes or fees on the Property when due or keep it insured, We may pay these obligations, but We are not required to do so. Any money We spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and the Borrower will pay interest on those amounts at the same rate agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor Our loans for the purpose of determining whether You and other borrowers have complied with the insurance requirements of Our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to Us and (2) the cost of determining compliance with the insurance requirements. If We add amounts for taxes, fees or insurance to the unpaid balance of the Loan, We may increase Loan payments to pay the amount added within the term of the insurance or approximate term of the Loan.

**For Louisiana Owners of Collateral:** If the Property is a motor vehicle, You are required to maintain liability insurance on the Property in an amount not less than the minimum amount required by law. If You fail to maintain liability insurance on the Property, Your vehicle may be impounded. Any costs and/or penalties related to the impoundment of the Property that We pay may be deducted from the proceeds from the sale of the Property.

**G. INSURANCE NOTICE** – If You do not purchase the required property insurance, the insurance We may purchase and charge You for will cover only Our interest in the Property. The premium for this insurance may be higher because the insurance company may have given Us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**For Louisiana Owners of Collateral:** Louisiana law requires all motorists to be covered by a motor vehicle liability policy with legally prescribed liability limits. Failure to obtain insurance that meets those limits will subject You to penalties, which may include the suspension or revocation or driving privileges.

**H. LIMITED DURABLE POWER OF ATTORNEY** – You hereby irrevocably appoint Us and any and all of Our agents acting on Our behalf as Your attorney-in-fact with full authority to execute and record any and all instruments, affidavits, certificates of title, applications for noting of liens on certificates of title, renewals, and other documents necessary to: (a) effect registrations, transfers of title, applications for title and notations of liens on certificates of title for any and all Collateral; (b) evidence Our security interest in any and all Collateral; and (c) do such other things and take such other actions required to title, license and/or perfect Our security interest in any and all Collateral. As used herein, the term "Collateral" means the property (or properties) described in the Contract. This Limited Power of Attorney shall not terminate or otherwise be affected by Your subsequent disability or incapacity.

**I. DEFAULT** – You will be in default if You fail to make Your loan payment by the date it is due. You will be in default if You do not meet Your obligations or break any promise You made under the Contract, including the Addendum, or this Security Agreement. You will be in default if You do not negotiate in good faith with Your insurance company following the loss or damage to the property. You will be in default if You receive insurance proceeds or other funds to repair the property and You fail to complete those repairs to Our satisfaction. You will be in default if You sell the property and fail to apply the proceeds to any amount You owe to Us. You will be in default if any property You have given Us as security is repossessed by someone else or seized under a forfeiture or similar law. You will be in default if anything happens that gives Us a reason to believe that You will not be able to make Your payments on any loan obligation You have to Us. You will be in default if anything else happens that, in Our opinion, significantly affects the value of the property or Our security interest in the property.

**Wisconsin and Iowa Owners of Collateral Only.** You will be in default if You break any promise You make or fail to perform an obligation You have under this Agreement and that breach or failure to perform materially impairs the condition, value, or protection of, or Our rights in the Property. You will also be in default if any Property You have given Us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it. You will also be in default if the Loan/Advance is in default.

**New Hampshire Owners of Collateral Only.** You will be in default if Our ability to realize on any motor vehicle that is security for this Loan/Advance is significantly impaired, except as limited by the New Hampshire Retail Installment Sales of Motor Vehicles law. You will be in default if any Property You have given as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it. You will also be in default if You break any promise or fail to perform any obligation You have under this Agreement. Additionally, You will be in default if the Loan/Advance is in default.

**J. WHAT HAPPENS IF YOU ARE IN DEFAULT** – *The following paragraphs apply to all Owners of Collateral except Wisconsin and Louisiana Owners of Collateral.* When You are in default – and, for owners of collateral in Colorado, the District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia, and state chartered credit unions lending to South Carolina borrowers, after You

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have been given any time You may have under state law to cure Your default -- We may, without any advance notice to You, require immediate payment of the outstanding balance of the Loan and take possession of the Property. You agree that Eastman Credit Union has the right to take possession of the Property given as security for the Loan without judicial process if this can be done without breach of the peace. If We ask, You promise to deliver the Property at a time and place We choose. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it, when You are in default. We will not be responsible for any other property not covered by this Contract that You leave inside the Property or that is attached to the Property. We will try to return that property to You or make it available for You to claim.

After You have possession of the Property, We can sell it and apply the money to any amounts the Borrower owes Us under the Loan. We will give You notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorneys' fees as provided in the Contract to the extent permitted under state law or awarded under the Bankruptcy Code. If You have agreed to pay the Loan, You must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what You owe under this Contract.

**Wisconsin Owners of Collateral Only.** When You are in default, and after You have been given any right You have under state law to cure Your default, We can seek to take possession of the Property. You may voluntarily give the Property to Us if You choose, or We may seek to take possession of the Property by judicial process or any other method authorized by applicable law. If We ask, You promise to deliver the Property at a time and place We choose. You agree that We may obtain a key or other device necessary to unlock and operate it when You are in default and, if a judgment for replevin is necessary to take possession of the Property, after entry of a judgment for replevin. If We sell the Property, You agree to pay reasonable expenses incurred in disposing of the Property. If the Property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, You will also be required to pay any costs permitted under Section 422.413 of the Wisconsin Statutes. We may also exercise any other rights given by law when You are in default.

**Louisiana Owners of Collateral Only. WHAT HAPPENS IF YOU ARE IN DEFAULT - LOUISIANA LAW PERMITS REPOSSESSION OF MOTOR VEHICLES WITHOUT JUDICIAL PROCESS** - Pursuant to Louisiana law, if You are in default under this Agreement, the Credit Union will have the right to cause the Property to be immediately seized and sold under ordinary or executory process, with or without appraisal, in accordance with Louisiana law, whether during term of court or vacation, without the necessity of demanding payment from You or of notifying You and placing You in default. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it when You are in default.

Unless You are a Covered Borrower under the Military Lending Act, for purposes of foreclosure under Louisiana executory process procedures, You hereby confess judgment in the Credit Union's favor for all amounts secured by this Agreement, in principal, interest, late charges, costs and attorney's fees, and for all other funds that the Credit Union may advance on Your behalf under this Agreement, such as for the payment of insurance, or taxes, or the preservation of the Property. To the extent permitted under applicable Louisiana law, You additionally waive: (a) the benefit of appraisal as provided under Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure; and all other laws with regard to appraisal upon judicial sale; (b) the demand in three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other provisions under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

**The following applies to all Louisiana Owners of Collateral:** You further agree that the Credit Union may appoint a keeper of the Property in the event of foreclosure. Should the Property for any reason be located in another state at the time of or following Your default, or should there be a subsequent change in Louisiana law permitting self-help remedies, You agree that the Credit Union may take possession of the Property in any manner then permitted under the laws of the state in which the Property is then located or under Louisiana law as then in effect. Should the Credit Union for any reason have or acquire possession of the Property at or following default, You agree that the Credit Union may sell the Property at public auction or private disposition, as authorized by Louisiana law or the applicable provisions of the Uniform Commercial Code in effect in the state where the Property is then located. If the Credit Union is required by law to give You notice of the public or private sale of the Property, notice shall be sent to You at Your last address appearing in the Credit Union's records prior to the sale or disposition, as required by law.

All expenses relating to the sale or other disposition of the Property, including without limitation, the Credit Union's expenses of retaking, holding, insuring, preparing for sale and selling the Property, will be secured under this Agreement and will be deducted from the money the Credit Union receives from the sale. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

**Default Interest Rate.** You agree that if You are in default and You have agreed to pay the Loan, We may increase Your interest rate on the Loan up to 18% or the maximum allowed by state law.

**K. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** - We can delay enforcing any of Our rights under the Contract any number of times without losing the ability to exercise Our rights later. We can enforce the Contract against Your heirs or legal representatives. If We change the terms of the Loan, You agree that the Contract will remain in effect and continue to protect Us.

**L. CONTINUED EFFECTIVENESS** - If any part of the Contract is determined by a court to be unenforceable, the rest will remain in effect.

**M. NOTICE FOR ARIZONA OWNERS OF PROPERTY** - It is unlawful for You to fail to return a motor vehicle that is subject to a security interest, within thirty days after You have received notice of default. The notice will be mailed to the address You gave Us. It is Your responsibility to notify Us if Your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

**N. FOR LOUISIANA OWNERS OF COLLATERAL ONLY -**

**a. Governing Law.** You agree that any security rights that You are granting to the Credit Union will be subject to Louisiana law.

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- b. **Location of Property.** Unless otherwise indicated, the Property will be kept at Your address indicated on the first page of this document. You agree not to remove the Property from the State of Louisiana for more than 60 consecutive days without first obtaining the Credit Union's prior written consent.
- c. **Miscellaneous.** Unless You are a Covered Borrower under the Military Lending Act, You waive any and all exemptions from seizure with regard to the Property as may be granted under applicable law.
- O. **OTHER PROVISIONS –**

  
\_\_\_\_\_  
Buyer/Borrower

08/13/2022

Date

\_\_\_\_\_  
Co-Buyer/Co-Borrower

08/13/2022

Date

THE TERMS OF THE SECURITY AGREEMENT ARE CONTAINED ABOVE. BY SIGNING, OR OTHERWISE AUTHENTICATING, YOU AGREE TO MAKE AND BE BOUND BY THE PROMISES IN THE SECURITY AGREEMENT.

\_\_\_\_\_  
Other Collateral Owner - Signature

08/13/2022

Date

\_\_\_\_\_  
Other Collateral Owner – Printed Name

08/13/2022

Date

# VEHICLE BUYER'S ORDER

Date: 08/13/2022

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
JUSTIN JENKINS 115 JULIE LN APT# 115 JOHNSON CITY, TN 37601 Email: N/A Phone: [REDACTED] Cell: [REDACTED]	Email: Phone: Cell:	JOHNSON CITY TOYOTA 3124 Bristol Hwy Johnson City, TN 37601 Salesperson: ETHAN WINE Deal Number: HP6150A

THIS BUYER'S ORDER IS ☐ NEW ☒ USED ☒ CAR ☐ TRUCK ☐ DEMO  
 FOR THE FOLLOWING ☒ PERSONAL, FAMILY OR HOUSEHOLD ☐ AGRICULTURAL ☐ BUSINESS

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2012	TOYOTA	TUNDRA	DBL 5.7L FFV V8 6	FA20	MAGNETIC GRAY	129036	HP6150A

TRADE IN RECORD 1																						
YR	MAKE	MODEL	TYPE	VIN	5	T	F	U	W	5	F	1	5	C	X	2	5	8	0	6	8	
2006	TOYOTA	TUNDRA	V8 SR5	5TBDT44106S544001																		
COLOR				TRIM	MILEAGE				PRICE OF VEHICLE →													\$ 16,700.00
					155481				SELLER ACCESSORIES													
TITLE NO				PLATE NO	EXP DATE																	
					1165MY																	
OWNER				LOAN #																		
LIENHOLDER				PHONE																		
EASTMAN				(423)722-1200																		
ADDRESS				SPOKE WITH																		
201 SOUTH WILCOX DR																						
AMOUNT				GOOD TILL	VERIFIED BY																	
10,665.00				09/03/2022																		
TRADE IN RECORD 2																						
YR	MAKE	MODEL	TYPE	VIN	5	T	F	U	W	5	F	1	5	C	X	2	5	8	0	6	8	
COLOR				TRIM	MILEAGE																	
TITLE NO				PLATE NO	EXP DATE																	
OWNER				LOAN #																		
LIENHOLDER				PHONE																		
ADDRESS				SPOKE WITH																		
N/A																						
AMOUNT				GOOD TILL	VERIFIED BY																	
COLLISION COVERAGE																						
NAME OF AGENT				PHONE																		
ADDRESS																						
POLICY NUMBER				COLLISION DEDUCTIBLE																		
INSURANCE CO.				SPOKE WITH																		
EFFECTIVE DATE				EXP DATE	VERIFIED BY																	
08/13/2022																						
PLUS. SELLER ADMINISTRATIVE FEE (The seller fee is for the recovery of administrative and overhead costs and profit)																						599.00
PRICE BEFORE TAXES																						17,299.00
TRADE-IN ALLOWANCE(S)																						13,226.60
CASH PRICE OR TRADE DIFFERENCE																						4,072.40
PLUS. SALES AND USE TAX																						329.92
PLUS. TAG, TITLE, AND REGISTRATION FEE																						69.50
TIRE ENVIRONMENTAL FEE																						
PLUS. OPTIONAL EXPEDITED TAG SERVICE FEE PAID TO SELLER																						
BUSINESS TAX																						52.22
PLUS. PAYOFF ON TRADE VEHICLE(S)																						10,665.00
TOTAL BALANCE																						15,189.04
LESS INITIAL PAYMENT/CASH DOWN																						N/A
LESS REBATE/FACTORY INCENTIVE																						N/A
BALANCE DUE																						\$ 15,189.04

**THIS AGREEMENT DOES NOT INCLUDE INSURANCE COVERAGE FOR BODILY INJURY AND/OR PROPERTY DAMAGE CAUSED TO OTHERS.**

**NEGATIVE EQUITY**

Buyer is aware the balance owed on Buyer's trade-in exceeds the trade-in allowance offered by Seller. Accordingly, Buyer understands that 0.00 will be paid off on Buyer's behalf to N/A and this amount is included when computing the "balance due."

Overallowance on Trade-in: Seller may have permitted Buyer, as a trade-in credit, an amount in excess of the actual cash value of the vehicle traded in, if any, on this sale. This is a process of reducing the purchase price. In the event this transaction is cancelled, the only amount Buyer shall be entitled to be compensated for the trade-in vehicle is its actual cash value at the time of this transaction.



ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is sold "AS IS" and "WITH ALL FAULTS." The Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Buyer acknowledges receipt of any warranty information prior to the sale of the vehicle.

Buyer's Initials JB Co-Buyer's Initials \_\_\_\_\_

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍ PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

### NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT. JB (INITIALS)

For your protection, request a receipt for all payments you make.

This Agreement is not binding upon either Seller or Buyer until signed by an authorized Seller representative.

If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Seller based on this Agreement on the terms as submitted. See paragraph 12 on page 3 of this Agreement, which shall survive the termination of this agreement for any reason.

This Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement and all other documents. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

Buyer certifies that he or she is at least 18 years of age.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X JB Co-Buyer Signs X \_\_\_\_\_

BUYER SIGNS X JB DATE 08/13/2022

CO-BUYER SIGNS X \_\_\_\_\_ DATE \_\_\_\_\_

### MANAGER'S APPROVAL

(Must Be Accepted By An Authorized Representative of the Seller)

X AK DATE 08/13/2022



## ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement
  - "Agreement" means this Buyer's Order.
  - "Buyer" and "you" mean or refer to the party executing this Agreement as such.
  - "Manufacturer" means the corporation that manufactured the Vehicle.
  - "Seller" "us" "our" and "we" mean or refer to the authorized Seller named on page 1 of this Agreement and who becomes a party to this Agreement by accepting it.
  - "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Seller.
  - "Vehicle" is the vehicle or chassis that is the subject of this Agreement.

We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.

2. If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at that time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.

3. You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. If you owe an outstanding amount on the Trade-in, as reflected on page 1 of this Agreement, we will pay it off on your behalf following your delivery to us of the Trade-in. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs and collection costs to the extent permitted by law.

4. If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. This section doesn't apply if you cancel this Agreement under section 2 or 3.

5. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation to you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.

6. We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.

7. The Vehicle price includes reimbursement for Federal Excise taxes. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

8. If this Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provisions in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the amount you owe. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent set forth in this Agreement and permitted by applicable law.

9. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payments shown in this Agreement.

10. Payoff information shown on page 1 of this Agreement is provided by you and/or your lienholder. Should the actual payoff(s) be less, we will refund

the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.

11. This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, we may, at our sole option, declare this Agreement null and void and retake the Vehicle, or make claims against you on the check. In addition, to the extent permitted by law, we will charge you a \$25 returned check charge.

12. This paragraph applies if Buyer is buying the vehicle from seller under the terms of a retail installment contract. Seller agrees to deliver the vehicle to Buyer on the date this Agreement is signed by Seller and Buyer. Buyer understands that it may take a few days for Seller to verify Buyer's credit and assign the retail installment contract. Buyer agrees that if Seller is unable to assign the retail installment contract to any one of the third party finance sources with which Seller regularly does business on the terms as submitted, Seller may cancel this Agreement and the retail installment contract. Seller shall give Buyer written notice (or in any other manner in which actual notice is given to Buyer) within a reasonable period of time from when this Agreement is signed if Seller elects to cancel. Upon receipt of such notice, Buyer must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to Buyer all consideration received by Seller, including any trade-in vehicle. If Buyer does not immediately return the vehicle, Buyer shall be liable for all expenses incurred by Seller in taking the vehicle from Buyer, including reasonable attorney's fees. While the vehicle is in Buyer's possession, all terms of this Agreement and the retail installment contract, including those relating to use of the vehicle, shall be in full force, except that liability, collision, and comprehensive insurance on the vehicle shall be provided by Seller's insurance policy until this Agreement and the retail installment contract are no longer subject to rescission under this paragraph. Afterward, the vehicle shall be covered by the Buyer's insurance policy. To the extent not prohibited by law, Buyer must pay all reasonable costs for repair of any damage to the vehicle not covered by Seller's insurance until the vehicle is returned to Seller.

13. If this Agreement shows that any part of the transaction is to be financed, we may assist in submitting credit applications to third parties. Unless we have committed to do so in writing, we will not lend you money or finance this transaction regardless of any notation to the contrary on any other document. No agent, employee or manager of ours can change this policy.

14. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any other document signed as part of this transaction between Buyer and Seller, with the exception of the retail installment sales agreement, the terms of this Agreement shall apply.

15. Any warranty information will be provided to you separately.

16. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. In order to withdraw your consent, you must contact us in writing at the above address.

17. USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

18. You have one (1) year to bring a claim against seller for breach of contract.



**ARBITRATION PROVISION**  
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

## Trade In/Loan/Retail Breakdown

**J.D. Power**

**Publication 08/2022, Region: Southeastern**

2012 TOYOTA Tundra SR5 Double Cab 4WD..... \$16,550 / \$14,900 / \$19,425

**VIN: 5TFUW5F15CX258068**

**Stock #: 035535A**

MSRP..... 30310  
Weight..... 5385

### \*\*\* Itemized Add/Deducts \*\*\*

Towing/Camper Pkg..... 225 / 225 / 250  
Aluminum/Alloy Wheels..... Included  
Bluetooth Connection..... 25 / 25 / 25  
Fog Lights..... Included  
TRD Rock Warrior Package..... 700 / 700 / 775  
Univ Garage Door Opener..... 25 / 25 / 25  
W/out Power Adjustable Mirrors..... Included  
W/out SR5 Pkg..... -600 / -600 / -675

Condition..... Clean  
Total Value without mileage..... \$16,925 / \$15,275 / \$19,825  
Mileage adjustment (129013) miles..... \$0

\*\*\* J.D. Power Trade In/Loan/Retail  
\$16,925 / \$15,275 / \$19,825



Johnson City Toyota - Tyler Shuttle

J.D. Power publication for Tennessee: Publication 08/2022, Region: Southeastern  
Values are subjective opinions. J.D. Power and vAuto, Inc. assume no responsibility for errors or omissions.  
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TENNESSEE DEPARTMENT OF REVENUE  
Application for Noting of Lien, Duplicate Title, or Multipurpose Use

NEW OR CURRENT TITLE NUMBER N/A		TRANSACTION CODE N/A		REGISTRATION ONLY NUMBER N/A	
OWNER INFORMATION *LEGAL STATUS: 1 (AND) 2 (OR) <input type="checkbox"/> ENTER NAME CODE IN BOX 1 (SAME) 2 (DIFFERENT) 3 (MULTIPLE LAST NAMES) 4 (COMPANY) 5 (OVER 25 CHARACTERS) <input type="checkbox"/> MAO <input type="checkbox"/> ILU <input type="checkbox"/>					
LAST NAME JENKINS, JUSTIN		FIRST NAME		MIDDLE INITIAL	
ADDRESS 1 (MAILING) 115 JULIE LN APT# 115		ADDRESS 2 (PHYSICAL)		CITY STATE ZIP CODE	
CITY JOHNSON CITY, TN 37601		STATE		ZIP CODE	
ADDITIONAL OWNER N/A		PURCHASE DATE 08/13/2022		*LEASED <input type="checkbox"/> *SERVICE OPTIONS <input type="checkbox"/>	
TELEPHONE # [REDACTED]		PLACARD/HEARING IMPAIRED CLS/YR N/A		INSURANCE POLICY # N/A	
VEHICLE INFORMATION					
VIN 5TFUW5F15CX258068		MAKE TOYOTA		MODEL TUNDRA	
YEAR 2012		BODY DBL 5.7L		TITLE BRAND - translation N/A	
CODE N/A		TYPE OF FUEL - translation N/A		CODE N/A	
SURRENDERED TITLE #		STATE TN		PREVIOUS STATES TITLED	
VEHICLE USE N/A		VEHICLE TYPE USED		CURRENT MILEAGE 129,036	
ODOMETER INDICATOR OVER TO YRS/16,000 LBS. (1) IN EXCESS OF MECHANICAL LIMITS (9) N/A		ACTUAL (2) NOT ACTUAL (3) N/A		CODE	
COLOR CODE (enter appropriate code)* UPPER MAGNETIC GRAY LOWER N/A		MOBILE HOME LGTH		WIDTH	
# AXLES N/A		GROSS VEHICLE WEIGHT N/A		*VEHICLE TRADE-IN DESCRIPTION 2006 TOYOTA TUNDRA	
COMPANY VEHICLE #					
PLATE INFORMATION *(required for Title and Registration and Registration Only Transactions)					
PLATE # (1)		CLASS CODE/ISSUE YR (1)(3)		VALIDATION # (1)	
COUNTY STICKER # (1)		CITY STICKER # (1)(2)		*PLATE # (TRADE IN) (2)	
CLASS CODE/ISSUE YR (2)		EXPIRATION DATE (1) (2) (3)			
TDR STICKER # (4)		TEMP OPERATOR PERMIT # (3)		# OF SEATS (5)	
ZONE COUNTY NAME (6)		USDOT/REGISTRANT # (7)		MOTOR CARRIER # (8)	
LIEN INFORMATION (if lien present)					
FIRST LIENHOLDER Eastman Credit Union				LIEN DATE 08/13/2022	
STREET PO BOX 1040 WILMINGTON, OH 45177				CITY STATE ZIP CODE	
SECOND LIENHOLDER				LIEN DATE	
STREET				CITY STATE ZIP CODE	
LESSEE/REGISTRANT INFORMATION (OWNER OF PLATE) LEGAL STATUS <input type="checkbox"/> NAME CODE <input type="checkbox"/> MAO <input type="checkbox"/> ILU <input type="checkbox"/>					
NAME N/A				NAME N/A	
ADDRESS N/A				CITY STATE ZIP CODE	
VEHICLE COST/TAX INFORMATION *(required for Title and Registration Transactions)					
SALE PRICE 16,700.00		TRADE IN ALLOWANCE 13,226.60		TAXABLE AMOUNT 3,473.40	
SALES TAX PAID 382.14		*TAX EXEMPTION REASON/SALES TAX # N/A			
DEALER NAME JOHNSON CITY TOYOTA		DEALER ADDRESS 3124 Bristol Hwy Johnson City, TN 37601		DEALER # N/A	
*Required for Duplicate Title - T.C.A. 55-3-115 (submit illegible or altered Certificate of Title)					
<input type="checkbox"/> LOST		<input type="checkbox"/> STOLEN		<input type="checkbox"/> MUTILATED	
<input type="checkbox"/> RETURNED DUE TO NON DELIVERY		<input type="checkbox"/> ALTERED		<input type="checkbox"/> ILLEGIBLE	
Under penalties of perjury, I hereby certify all information provided is true and correct to the best of my knowledge, and acknowledge that it is not the responsibility of the Vehicle Services Division or its assigns to determine the accuracy of the information provided by me or on my behalf.					
SIGNATURE OF CERTIFIER/OWNER [Signature]				POWER OF ATTORNEY/AUTHORIZED SIGNATURE (IF APPLICABLE)	
DATE 08/13/2022					
INVOICE NUMBER		COUNTY NAME N/A		CO NUMBER	
DATE OF APPLICATION 08/13/2022		BY AUTHORITY OF REGISTRAR OF MOTOR VEHICLES (COUNTY CLERK)			
OFFICE USE ONLY					
REGISTRATION FEE		ELECTRIC VEHICLE FEE		CREDIT	
LEASE FEE		TRANS FEE		CLERK FEE	
ISSUANCE FEE		LIEN FEE		TITLE FEE	
TOTAL TAX COLLECTED					
COMPUTATION OF		SALES OR USE TAX		LOCAL RATE	
ADDITIONAL TAX		COLLECTED IN STATE OF		COUNTY WHEEL TAX	
CITY WHEEL TAX		INS FEE			
*SERVICE OPT FEE		ORGAN DONOR		POSTAGE	
VER		ID/RESIDENCY VERIFICATION		VIN PLATE FEE	
*TOTAL FEES COLLECTED					

RV-F1315201 (Rev. 04-20)

## RouteOne® Credit Application: Applicant

Title (optional)	Last Name	First	Middle	Suffix	Date of Birth	Soc. Sec. #
	Jenkins	Justin	P			
Present Address Line 1				Time at Present Address		Driver's License # / State
115 Julie Ln apt# 115				0 years 9 months		
Present Address Line 2		City	County	State	ZIP	
115		Johnson City	WASHINGTON	TN	37601-1144	
Previous Address Line 1			Time at Previous Address		Present Address Urbanization Code	
236 Wiltshier Dr			1 years 0 months			
Previous Address Line 2		City	State	ZIP		
		Johnson City	TN	37615		
Home Phone		Cellular Phone				
(423) [REDACTED]		[REDACTED]				
Education						
No. of Dependents		Preferred Email				
Current Employment Title			Employment Status		Employment Type	
Detective			Full Time		Professional	
Current Employer						
John City Police Departme						
Current Employer Address Line 1						
Current Employer Address Line 2		City	State	ZIP		
Current Employer Phone Number		Business Ph. Ext.#	Time at Current Job		Business Email Address	
(423) 434-6000			2 years 0 months			
Previous Employer		Previous Occupation		Previous Employer Phone Number		Time at Previous Job
unactive military						18 years 0 months
Previous Employer Address Line 1						
Previous Employer Address Line 2		City	State	ZIP		
<p>Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</p>						
Gross Income	Income Received	Other Income Source	Other Income	Other Income Received	Monthly Support/Alimony Received	
[REDACTED]	[REDACTED]					
Residence Type						
Renting/Leasing						
Landlord Name / Mortgage Co.			Landlord / Mortgage Phone Number		Monthly Rent / Mortgage Payment	
Landlord					[REDACTED]	
Bank Name				Bank Account Type Code		
Creditor Reference #1 - Name / Address				Creditor Balance #1	Creditor Monthly Payment #1	
Creditor Reference #2 - Name / Address				Creditor Balance #2	Creditor Monthly Payment #2	
Company Financing Auto Loan		Previous Auto Loan Acct #		Previous Auto Loan Balance		Previous Auto Loan Monthly Payment
Nearest Relative Last Name		First	Nearest Relative Address Line 1		Relationship	Phone #
Nearest Relative Address Line 2		City	State	ZIP		
Additional Reference #1 - Last Name		First Name	Address		City	State ZIP Phone
Additional Reference #2 - Last Name		First Name	Address		City	State ZIP Phone
Bankruptcy Indicator		Bankruptcy Date		Repossession Indicator		Repossession Date



## Credit Application

## RouteOne Disclosure:

**Tennessee Residents** You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from or through someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

☒ You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the dealer submits my application ("you") to investigate my credit and employment history, verify my income, obtain credit reports, and release information about your credit experience with me as the law permits.

I further authorize you to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.


**Monitoring, Recording, and Collection Communications**

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

**If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.**

**Credit Application Signature**

Applicant: By  Date 8-13-22



TENNESSEE DEPARTMENT OF REVENUE  
Odometer Disclosure Statement

RV-F1317001 (Rev. 12-20)

**PURPOSE:** Federal and state law require both seller (transferor) and buyer (transferee) to accurately state the mileage of any used motor vehicle, with a manufacture year of 2011 or newer, in connection with the transfer of ownership whether sale, trade-in or exchange. Failure to complete or providing a false statement may result in fines and/or imprisonment.

**INSTRUCTIONS:** In Section A, the seller (transferor) prints their name on the line and checks one box that best applies. In Section B, the seller (transferor) and/or buyer (transferee) complete the required information, including the date of transaction.

**SECTION A:**

I, JOHNSON CITY TOYOTA

SELLER OR TRANSFEROR'S NAME (PLEASE PRINT)

Certify to the best of my knowledge that the odometer reading on the vehicle described below is one of the following statements (check one):

- ☐ 1. Actual Mileage of the vehicle, no discrepancies 129,036 ODOMETER READING (NO TENTHS)
- ☐ 2. In Excess of Mechanical Limits: I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer (check only if digits on odometer are impossible to determine).
- ☐ 3. Not Actual Mileage - odometer reading is not the actual mileage. WARNING - Odometer Discrepancy form must be completed, or titling transaction will be delayed.

EXEMPTIONS, as defined by NHTSA (National Highway Traffic Safety Administration), "a transfer of any of the following motor vehicles need not disclose the vehicle's odometer mileage under the following circumstances:

- a) Gross Vehicle Weight Rating of more than 16,000 pounds
- b) Vehicle not self-propelled
- c) Vehicle is model year 2010 or older
- d) Vehicle sold directly by the manufacturer to any agency of the United States in conformity with contractual specifications
- e) New vehicle prior to first transfer for purposes other than resale

**SECTION B:**

VIN: 5TFUW5F15CX258068 Year: 2012 Make: TOYOTA Model: TUNDRA

Seller Address: 3124 Bristol Hwy City: Johnson City State: TN Zip: 37601

Seller Signature: [Signature] Date: 08/13/2022

Buyer Address: 116 JULIE LN APT# 116 City: JOHNSON CITY State: TN Zip: 37601

Buyer Name (Print): JUSTIN JENKINS Buyer Signature: [Signature] Date: 08/13/2022



## AGREEMENT TO PROVIDE ACCIDENTAL PHYSICAL DAMAGE INSURANCE

I, the undersigned Purchaser understand that under the terms of the Retail Installment Contract, Disclosure Statement and Security Agreement (the "Agreement") signed in connection with the purchase of the vehicle described below, it is required that such vehicle be continuously covered with insurance against the risks of fire, theft and collision, and that failure to provide such insurance coverage gives the right to declare the entire balance of the amount financed and the earned finance charge, together with all the sums comprising the Secured Indebtedness, as defined in the Agreement, immediately due and payable as well as to exercise other rights as specified in the Agreement. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested such company and the insurance agent shown below to record interest in the vehicle and endorse the policy described below with a loss payable endorsement in favor of:

### PURCHASER

NAME	FIRST Justin	MIDDLE P	LAST Jenkins
ADDRESS	STREET NO. 115 Julie Ln 115	CITY JOHNSON CITY TN 37601	STATE ZIP CODE
TEL. NO.		COUNTY	WASHINGTON

FOR BANK USE ONLY

### VEHICLE INSURED

YEAR 2012	MAKE Toyota	BODY	MODEL Tundra	SERIAL NUMBER 5TFUW5F15CX258068
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### INSURANCE AGENT

NAME	
NUMBER & STREET	
CITY, STATE ZIP CODE	
TELEPHONE NUMBER	

### INSURANCE COMPANY

NAME	American Select Insurance Company	
POLICY NUMBER		
EFFECTIVE DATE	FROM: 11232021	TO: 11232022
COVERAGE	<input type="checkbox"/> FIRE-THEFT <input type="checkbox"/> COLLISION \$ _____ DEDUCTIBLE <input type="checkbox"/> COMPREHENSIVE <input type="checkbox"/> \$ _____ DEDUCTIBLE	

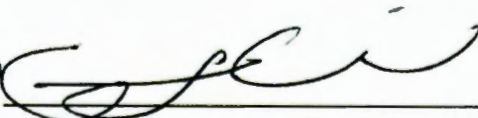
PURCHASER  
SIGNS



8/13/2022

DATE

DEALER OR  
SALESPERSON  
SIGNS



Johnson City Toyota

DEALER



**Decision:** ↑ **Approved by Eastman CU** on 08/13/2022 - 12:57 PM

**Dealership Name :** HUDSON JCT ACQUISITION LLC

**FS App # :** [REDACTED]

**Dealership Number :** UZ6CY

**Analyst :** RouteOne

**RouteOne App # :** DVV-1-FC87FD4674EC4A 0

**Submitted by :** AKEENE2019 on 08/13/2022 - 12:56 PM

**Applicant Name:** Jenkins, Justin

Deal Recap	Decision	Application
<b>Transaction Type</b>	Retail	Retail
	2012 Toyota	2012 Toyota
<b>Vehicle</b>	Tundra 4WD	Tundra 4WD
	Truck	Truck
<b>Fuel Type</b>		Not Available
<b>Tier</b>	A+	
<b>Financed Amount</b>	\$20,982.00	\$20,981.79 <span style="color: orange;">▲</span>
<b>Cash Down</b>		\$0.00
<b>Total Down</b>	\$0.00	\$2,561.60 <span style="color: orange;">▲</span>
<b>Total Monthly Payment</b>		\$309.33
<b>Term</b>	75	75
<b>Wholesale/Invoice</b>		\$16,925.00
<b>Customer Rate</b>		5.90%
<b>Buy Rate</b>	3.54%	
<b>APR Buy Down</b>	.00	

Additional Deal Information	Decision	Application
<b>Sales Price</b>		\$17,400.00
<b>Doc Fee</b>		\$599.00
<b>Rebate</b>		\$0.00
<b>Credit Disability</b>		\$0.00
<b>Credit Life</b>		\$0.00
<b>GAP</b>		\$995.00
<b>Svc Contract</b>		\$3,995.00
<b>New/Used</b>	USED	USED
<b>VIN</b>	5TFUW5F15CX25806	5TFUW5F15CX25806
	8	8
<b>Mileage</b>	129,013	129,013
<b>MSRP</b>	\$17,400.00	\$19,825.00 <span style="color: orange;">▲</span>

#### Stipulations

MSRP or JD Power Bookout

Valid government issued non-expired ID for each borrower with at least one borrower having a current valid United States, state issued DL

#### Comments

Please refer to the rate sheet for loan terms and lending guidelines.

#### LTV Grid